

A.G. Contract No. KR90-0641-TRD
Tempe File: C90-61
ECS File: JPA-90-30
Project: IR-10-3(315)C/H2036 01 C
Section: 44th Street - Superstition
Traffic Interchange

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF TEMPE

THIS AGREEMENT is entered into 11 June 1990,
pursuant to Arizona Revised Statutes, Section 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
CITY OF TEMPE, acting by and through its City Council (the
"City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28- 108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The City is empowered by Arizona Revised Statutes
Section 48- 572 and Charter Section 103 to enter into this
agreement and has by resolution, a copy of which is attached
hereto and made a part hereof, resolved to enter into this
agreement and has authorized the undersigned to execute this
agreement on behalf of City.

3. Incident to the 44th Street to Superstition Traffic
Interchange project State now has in progress, the City desires
to furnish and the State desires to reimburse the City, for
unassembled modular traffic signal poles for the intersection
of 48th Street and Ramp C, to achieve uniformity with other
recently signalized intersections within the city limits.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:

NO. <u>14779</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>6/11/90</u>
<u>Jim Shumway</u> Secretary of State
By <u>Vicky V. Greenwell</u>

II. SCOPE OF RESPONSIBILITIES

1. The State will:

a. Design, call for bids and award one or more construction contracts, in which the modular signals will be in integral part of the project.

b. Install the modular traffic signal poles at the 48th Street/Ramp C intersection.

c. Within 30 days of receipt of invoice from City for the cost of the unassembled modular signal poles, remit payment in full to City. Costs for said modular pole are estimated to be \$35,428.65 as detailed on Exhibit A attached hereto and made a part hereof.

2. The City will:

a. Review plans prepared by State and provide comments as appropriate.

b. Provide the unassembled modular traffic signal poles to the contractor upon 48 hours advance notice by the contractor calling (602) 731-8284. The poles and all necessary appurtenances, as detailed on Exhibit A, will be available for the State's contractor to pick up at the City of Tempe Traffic Operations facility located at 945 West Rio Salado Parkway.

c. After the State awards a construction contract for the 44th Street to Superstition Traffic Interchange project, the City will invoice State for actual costs incurred for purchase of said modular poles. The State shall notify the City in writing within 72 hours after award of the construction contract.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said payment. This agreement may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12- 1518(B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Room 118E
Phoenix, AZ 85007

City of Tempe Traffic Engineer
P.O. Box 5002
Tempe, AZ 85280

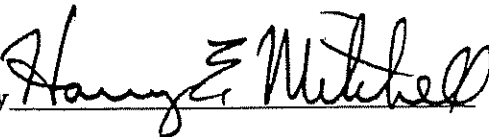
7. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF TEMPE

STATE OF ARIZONA

Department of Transportation

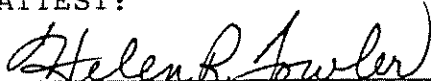
By 

Title Mayor

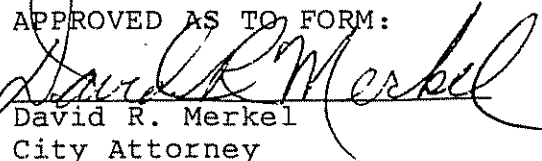
By 

ROBERT P. MICKELSON
Deputy State Engineer

ATTEST:


7011j Helen R. Fowler, CMC
10APR City Clerk

APPROVED AS TO FORM:


David R. Merkel
City Attorney

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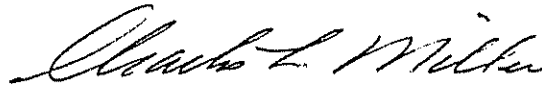
EXHIBIT A
INTERGOVERNMENTAL AGREEMENT
BETWEEN
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THE CITY OF TEMPE

ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Q-Modular 35'	2	\$10,950.00	\$ 21,900.00
Q-Modular 40'	1	\$10,950.00	10,950.00
250 HPS Luminaire	3	\$259.00	777.00
3.sect 12" Thru Heads (w/arrows Green)	6	\$184.00	1,104.00
3.sect 12" Thru Heads (No Ped Heads)	3	\$184.00	552.00
1 1/2" x 5"	9	\$1.18	10.62
1 1/2" x 5" (With 2" of Thread One End)	9	\$1.67	15.03
Termination Blocks	3	\$25.00	75.00
Photo Cell	1	\$45.00	45.00
Assembly Wiring (Lump Sum)	1	\$80.00	<u>80.00</u>
SUBTOTAL			\$ 35,508.65
ADD: Assembly Costs	120 Hours	\$36.40	<u>4,368.00</u>
TOTAL COST ASSIGNED TO STATE			\$ 39,876.65

RESOLUTION

BE IT RESOLVED on this 20th day of March 1990, that I, CHARLES L. MILLER, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Tempe, for the purpose of defining responsibilities for the installation of a modular signal pole at the I-10 Superstition Freeway 44th St Traffic Interchange.


Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Chief Deputy State Engineer.

A handwritten signature in cursive script, reading "Charles L. Miller".

CHARLES L. MILLER, Director
Arizona Department of
Transportation

I, Helen R. Fowler, the duly appointed City Clerk of the City of Tempe, Maricopa County, Arizona, do hereby certify the following to be a true and exact excerpt of the Minutes of the Regular City Council Meeting of May 10, 1990, of the City of Tempe, Arizona.

DATED this 15th day of May, 1990.


Helen R. Fowler, CMC, City Clerk

- *14. Motion to set Executive Session for May 12 at 4:30 PM & May 17, 1990 at 7:00 p.m. if needed, in the Third Floor Conference Room, Tempe Municipal Building. Agenda for Executive Session will be posted at least 24 hours prior to such meeting.
- *15. LIQ LIC (0210-02) Approved the transfer of a number 9 liquor store license (L-1359) from Walgreen Arizona Drug Co. dba Walgreen Drug Store, 1 Park Central Mall, Phoenix, Carol Lynne Poor, Agent, to Walgreen Arizona Drug Co. dba Walgreen Drug Store, 925 W. Baseline #108, Tempe, AZ, Carol Lynne Poor, Agent.
- *16. LIQ LIC (0210-02) Approved an original number 12 restaurant license (L-1357) for Brown Derby Arizona Inc. dba Girves Brown Derby, 4400 S. Rural Rd., Donald J. Newman, Agent.
(Continued from April 26, 1990 Council Meeting.)
- *17. LANDSCAPING (STREETS) (0809-06) Approved Contract #90-57 with E.D.A.W., Inc. in the amount of \$32,200 for preparation of median landscape plans for the Apache Boulevard corridor. Project No. 876183.
- *18. PHOENIX CARDINALS (0105-01-06) Awarded Contract #90-59 for the third phase of construction at the Cardinals Training Facility to Achen-Gardener, Inc. in the amount of \$307,500. This construction will be for parking lots, lighting and landscaping at the site. The Phoenix Cardinals will be paying for the entire cost of the phase three construction contract. Project No. 886199C.
- *19. PURCHASE CENTRAL ARIZONA PROJECT WATER (0107-03) Approved Contract #90-60, an interim contract with Central Arizona Conservation District, for purchase of water at a cost of \$40.15 per acre foot. This contract will allow Tempe to accept their total C.A.P. allocation along with the right to purchase any unclaimed C.A.P. waters that might be delivered to the Phoenix metropolitan area.
- *20. HOHOKAM EXPRESSWAY, SR 143 (1103-03) Approved Contract #90-61, an intergovernmental agreement with the Arizona Department of Transportation (ADOT) to sell them modular signal poles for the 48th Street and Hohokam Freeway Traffic Interchange at a total cost of \$35,428.65.
- *21. PHOENIX CARDINALS (0105-01-06) Approved Contract #89-162C with the Weitz Company in the Amount of \$99,220 for additional work at the Cardinals Training Facility and extended the contract completion date to August 31, 1990. Project No. 866199.
- *22. PLANNED DEVELOPMENT (0406) Withdrew request for a public hearing for CARL KARCHER ENTERPRISES, INC. for an Amended General and Final Plan of Development #SGF-90.09 for Parcel C, Pad "B" of Price Club Plaza, consisting of 2,983 s.f. on .72 net acres (Carl's Jr. Restaurant only) located at 1415 W. Elliot Road.
- **23. PLANNED DEVELOPMENT (0406) Held a public hearing for AMBERJACK LTD. and approved a Site Plan #SIP-90.13 for Parcel 4A of the Tempe Business Park consisting of 24,979 s.f. on 6.2 net acres located at 2200 S. Priest with the following:

Variances

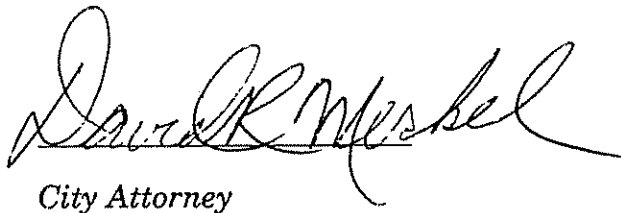
- a. To reduce the required front yard setback from 25' to

JPA 90-30

APPROVAL OF THE CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF TEMPE, and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 22nd day of May, 1990.


City Attorney



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert R. Corbin

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. KR90-0641-TRD, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 6th day of June, 1990.

ROBERT K. CORBIN
Attorney General

A handwritten signature in black ink, appearing to read "James R. Redpath", is written over the typed name.

JAMES R. REDPATH
Assistant Attorney General
Transportation Division

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